

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

DILLARD ROSS,

Plaintiff,

v.

CERES MARINE TERMINALS, INC.,

Intervenor,

and

SYNERGY MARINE PTE LTD; ARGOSY
PTE LTD; and SYNERGY MARITIME PVT
LTD,

Defendants.

CIVIL ACTION NO.: 4:21-cv-74

ORDER

On May 16, 2022, after being advised by the parties that all claims in the case had settled, the Court administratively closed the above-captioned case but provided the parties time to present, at their option, a “dismissal judgment, pursuant to Federal Rule of Civil Procedure 41(a)(2), *incorporating the terms of [their] settlement*, so the Court may retain jurisdiction to enforce the agreement.” (Doc. 45 (emphasis added).) The parties have since filed a Joint Motion for Dismissal With Prejudice, citing Federal Rule of Civil Procedure 41(a)(2). (Doc. 46.) They state that “Plaintiff, Intervenor and Defendants have (a) agreed to a compromise and settlement of all claims asserted in this action; (b) executed a release of claims; and (c) made payment of the settlement amounts.” (*Id.* at p. 1.) The parties move for dismissal of all claims asserted in Plaintiff’s Complaint and the Intervenor’s Complaint in Intervention, with each party to bear its own costs and attorney’s fees. (*Id.*) Additionally, they request that the Court retain jurisdiction for sixty days to enforce the terms of the settlement agreement. (*Id.*) While the parties have failed to

precisely comply with the Court's directive—that, if they wished to have the Court retain jurisdiction to enforce their settlement agreement, they file a dismissal judgment incorporating the terms of their settlement—the Court grants the specific relief requested in the motion. See Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 381–82 (1994) (“[W]e think the court is authorized to embody the settlement contract in its dismissal order *or, what has the same effect, retain jurisdiction over the settlement contract[] if the parties agree.*”) (emphasis added). Accordingly, the Court **DIRECTS** the Clerk of Court to **REOPEN** this action, **DISMISSES** this case **WITH PREJUDICE**, and **DIRECTS** the Clerk of Court to enter the appropriate judgment of dismissal and to **CLOSE** this case. However, given that the parties have all consented to the Court retaining jurisdiction over this case for the purpose of enforcing their settlement agreement, the Court **RETAINS** jurisdiction to enforce the terms of the settlement agreement reached by the parties in this case for **SIXTY (60) DAYS** from the date of this Order.

SO ORDERED, this 20th day of May, 2022.

A handwritten signature in blue ink, appearing to read "R. Stan Baker", is written above a horizontal line.

R. STAN BAKER
UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF GEORGIA